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# Certificate of Insurance

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This Insurance is effected with certain Underwriters at Lloyd's under Binding Authority Reference B0823RQ1400104.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (all collectively being hereinafter called "Insurers"), whose participations are as detailed in the Schedule of Security attached, and in consideration of the premium specified herein, "Insurers" do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

The Correspondent is Aon Underwriting Managers, 8 Devonshire Square, London, EC2M 4PL. Aon Underwriting Managers is a trading name of Aon UK Limited.

In Witness whereof this Certificate has been signed by the Correspondent at the place and date specified below.



Dated in London 30<sup>th</sup> June 2015  
8 Devonshire Square, London, EC2M 4PL

## **U.S. TERRORISM RISK INSURANCE ACT**

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020; of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Insurers have determined an allocation of the premium for TRIA coverage. The allocation Insurers have made in respect of US exposures to Acts of Terrorism, as defined under TRIA, is stated herein together with your current premium.

**Notwithstanding the TRIA program, this Contract insures against all terrorism perils in accordance with the terms, definitions, conditions and exclusions of this insurance. Your Contract includes coverage for terrorism losses that are outside the TRIA definition of an "Act of Terrorism" as above. It also provides coverage for you according to your Contract terms, definitions, conditions, exclusions and limits, irrespective of any cap.**

**It is hereby understood and agreed that any amendments made to US legislation in respect of TRIA which may increase the liability of the Insured with respect to the subject matter insured hereunder shall not increase the liability of Insurers, unless specifically agreed in writing.**

12 January 2015  
LMA9105 (amended)

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the front of the Certificate.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder Certain Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. .  
  
The Correspondent "Aon Underwriting Managers (AUM)" is a Managing General Agent owned by Aon UK Limited operating under a delegated underwriting authority on behalf of the "Insurers". Aon Underwriting Managers is a trading name of Aon UK limited.
3. **Cancellation.** If this certificate provides for cancellation and this certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Conformity.** Throughout this Certificate, it is understood and agreed that the following terms shall be synonymous, wherever used in this Certificate:  
  
"Policy" and "Certificate" shall be deemed to be the same.  
"Policy Period", "Period of Insurance", "Contract Period", "Period" and "Certificate Period" shall be deemed to be the same.  
"Insurers" and "Underwriters" shall be deemed to be the same.  
"You", "Your", "Insured", "Assured" and "Named Insured" shall be deemed to be the same.

## COMPLAINTS PROCEDURE

If you have a complaint, **You may contact** the broker/agent who arranged your Certificate for you. Should you be dissatisfied with the outcome of your broker's resolution, please submit your written complaint to:

Aon Underwriting Managers,  
Somerset House,  
47-49 London Road,  
Redhill,  
RH1 1LU.  
England.

Aon Underwriting Managers is dedicated to providing a high quality service and wants to maintain this at all times.

### **What to do if you are still not satisfied**

If you are still not satisfied, Aon Underwriting Managers and the Insurers herein are regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complain to them.

Insurance Division  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
England.

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## **TERRORISM INCLUDING SABOTAGE INSURANCE**

### **RISK DETAILS**

**UNIQUE MARKET  
REFERENCE:**

B0823RQ1500728

**INSURED:**

The State of Nebraska and as more fully defined in the Insured's Linked Policy named herein.

**INSURED'S ADDRESS:**

P.O. Box 94974, Lincoln, Nebraska 68509, United States of America.

**BUSINESS DESCRIPTION:**

Real Estate.

**PERIOD:**

From 1<sup>st</sup> July 2015 to 1<sup>st</sup> July 2016 both days at 12.01 am standard time at the location of the Property Insured.

**PROPERTY INSURED:**

As per the Linked Policy for which values have been declared to and agreed by Insurers.

**OVERALL LIMIT  
OF LIABILITY:**

USD 100,000,000 any one Occurrence and in the aggregate for the Period.

The Overall Limit of Liability is inclusive of any day one uplifts contained in the Linked Policy.

**SUB-LIMITS:**

All as per the Linked Policies except:

- a) Sub-limits apply any one Occurrence and in all for the Period and
- b) where a sub-limit stated below is less than the limit provided by the Linked Policy(ies), the lower limit shall apply.
- c) where a sub-limit stated below is greater than the sub-limit provided by the Linked Policy(ies), the Linked Policy(ies) sub-limit shall apply.
- d) where the sub limit is higher than the Overall Limit of Liability the overall limit shall prevail
  - Denial of Access including civil or military order  
10% of the Overall Limit of Liability or USD 5,000,000 whichever the lesser.
  - Utilities  
10% of the Overall Limit of Liability or USD 5,000,000 whichever the lesser.
  - Contingent Business Interruption (Customers / Suppliers Contingent Extra Expense)  
10% of the Overall Limit of Liability or USD 10,000,000 whichever the lesser.

- Damage to property at any unspecified third party site (other than sites in Referral Countries which must be specifically agreed by Insurers)  
USD 1,000,000 Property Damage / Business Interruption combined
- Damage to Property Insured whilst in transit (other than transit in Referral Countries which must be specifically agreed by Insurers)  
USD 2,500,000 Property Damage / Business Interruption combined.

All sublimits form part of the overall limit of liability and are not in addition to.

**EXCESS(ES):**

USD 200,000 any one Occurrence in respect of Property Damage.

First 24 hours any one Occurrence in respect of Business Interruption, except

Amount – As stated above

Denial of Access - 48 hours

Utilities - 48 hours

Contingent Business Interruption - 48 Hours or the Business Interruption waiting period, whichever the longest.

The Overall Limit of Liability and Sub-limits are exclusive of the Excess.

For all claims in respect of one Occurrence, which shall be adjusted in accordance with the Terms, Exclusions and Conditions of this Certificate, the Insurers will not be liable for the amount of the Excess stated above.

Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply.

**VALUES AT RISK:**

As per Schedule of Locations seen by Insurers:

Property Damage (100%): USD 2,194,035,393

Business Interruption (100%): USD 1,335,437

Total Insurable Values (100%): USD 2,195,370,830

**LOCATION OF  
PROPERTY INSURED:**

- Any premises (which means only those premises included within the schedule of locations declared to Insurers), plus
- any unspecified third party site and in transit (as expressly provided for by this Contract),

anywhere within the Territorial Limits.

**TERRITORIAL LIMITS:**

United States of America.

**RESTRICTED AREAS:**

The boundaries of the following post / zip codes, regardless of any post/zip assigned specifically to an individual building or a post office box number, apply to CHANGES IN VALUES AND AUTOMATIC ADDITIONS of this Certificate:

Chicago, Illinois	60601, 60602, 60603, 60604, 60605, 60606, 60607, 60610, 60611, 60654, 60661.
New York, New York	00083, 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10009, 10010, 10011, 10012, 10013, 10014, 10015, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10036, 10038, 10044, 10048, 10128
San Francisco, California	94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111, 94112, 94113, 94114, 94115, 94116, 94117, 94118, 94121, 94122, 94123, 94124, 94127, 94129, 94131, 94132, 94133, 94134
Washington DC	20001, 20004, 20005, 20006, 20024, 20036, 20037, 20373, 56901, 56920.

**THE LINKED POLICY:**

Linked Policy Type:	All Risks.
Policy Number:	033068517.
(Lead) Insurer:	Lexington Insurance Company.

**CHOICE OF LAW  
AND JURISDICTION:**

Governing Law:	Nebraska, United States America.
Jurisdiction:	United States America.

**SEAT OF ARBITRATION:**

Nebraska, United States America.

**SERVICE OF  
SUIT NOMINEES:**

Mendes & Mount LLP - 750 7th Ave #24, New York, New York, 10019, United States

**BROKER:**

Aon Risk Services, Inc. of Maryland, 500 E. Pratt Street, Baltimore, Maryland, 21202 United States of America.

Surplus Lines Broker: Aon Risk Services, Inc. of Maryland Baltimore, Maryland.  
License Number: 86211

And

Aon UK Limited  
Crisis Management  
8 Devonshire Square  
London EC2M 4PL.

**PREMIUM:**

USD 89,117 (100%) annual, split as follows:

USD 71,293.60 in respect of the U.S. Terrorism Risk Insurance Act

USD 17,823.40 in respect of all other cover.

Premium is exclusive of any taxes and charges payable.

Taxes which are payable by the Insured and administered by the Insurers in addition to the Premium are as follows:

None.

Taxes which are payable by the Insurers, deducted from the Premium and administered by the Insured are as follows:

None.

**BROKERAGE:**

The total Brokerage agreed by the Insurers to be paid to the Broker(s) is NIL of the gross premium payable.

**PREMIUM PAYMENT  
PERIOD:**

60 days from inception of this Contract.

**ADDITIONAL WORDINGS,  
FORMS, CLAUSES AND  
ENDORSEMENTS  
ATTACHED HERETO:**

None.



## **TERRORISM INCLUDING SABOTAGE INSURANCE**

### **INSURING CLAUSE**

In consideration of the Insured paying or agreeing to pay the premium, the Insurers agree subject to the Definitions, Exclusions, Limits and Conditions of this Contract, to indemnify the Insured up to the Overall Limit of Liability stated in the Risk Details for physical loss or damage to the Property Insured shown in the Risk Details, including resulting business interruption and other time element coverage as provided under the Linked Policy, occurring during the Period and caused by an Act of Terrorism, as defined herein.

Provided that the liability of the Insurers under this Contract shall not exceed the Overall Limit of Liability or any Sub-limit stated in the Risk Details.

Payment of an indemnity under this clause is dependent upon the Insured maintaining the Linked Policy in full force and effect for the duration of the Period. However, if the Linked Policy is allowed to lapse it shall not prejudice cover under this Contract in so far as loss, but for the happening of an Act of Terrorism, would be recoverable under the Linked Policy.

This Contract incorporates the Risk Details and Endorsements, which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Contract shall have the same meaning wherever they appear.

### **APPLICATION OF LINKED POLICIES**

Except as otherwise provided herein at paragraphs a) to h) below, or endorsed to this Contract, this Contract is subject to the same basis of settlement, warranties, terms and conditions, definitions, extensions and other provisions as the Linked Policy, and it is agreed that those provisions are expressly incorporated from the Linked Policy into this Contract.

The provisions which are not expressly incorporated from the Linked Policy are as follows:

- a) the Premium;
- b) the Overall Limit of liability;
- c) any provision relating to the reinstatement of sums insured or limits of liability;
- d) any terms which provide for adjustments of premium based upon declarations on expiry or during the Period;
- e) any terms which provide for the addition of locations in the Referral Countries or Restricted Areas which must be specifically agreed by Insurers;
- f) the Deductible or Excess;
- g) any renewal or long term agreement;
- h) Exclusions.

For the avoidance of doubt, it is further agreed that the express provisions of this Contract shall prevail over any provisions incorporated from the Linked Policy where such provisions are incompatible with each other.

Such incorporation shall apply to any mid-term adjustments or amendments to the Linked Policy.

### **GENERAL DEFINITIONS**

1. The words "Act of Terrorism" shall mean:

an act or series of acts, involving the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

For the avoidance of doubt an "Act of Terrorism" shall include an act of Sabotage.

2. The word "Sabotage" shall mean:  
  
a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
3. The words "Linked Policy" shall mean:  
  
the Contract issued by the Insurer as set forth in the Risk Details.
4. The word "Occurrence" shall mean:  
  
any one loss and/or series of losses occasioned by, happening through, arising out of and in consequence of any one Act of Terrorism for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all losses sustained by the Insured during any period of 72 consecutive hours. However no such period of 72 consecutive hours may extend beyond the expiration of this Contract unless Damage first occurs prior to expiration. No period of 72 consecutive hours shall commence prior to the attachment of this Contract.
7. The words "Referral Countries" shall mean:  
  
Afghanistan, Chechnya, Colombia, Cote D'Ivoire, Democratic Republic of Congo, Dagestan Ethiopia, Egypt, Libya, Iraq, Israel, Nigeria, Pakistan, Somalia, Southern Russia, Yemen, or countries where United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, united Kingdom or United States of America are in place.
8. The words "Restricted Areas" shall mean:  
  
As per the zip codes, postal codes, cities or areas named in the Risk Details.

## **EXCLUSIONS**

This Contract is not subject to the Exclusions of the Linked Policy. This Contract does not cover:

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.  
  
For the avoidance of doubt, the fact that an Act of Terrorism is committed by an agent of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the Act of Terrorism is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion.
3. Loss or damage caused by or consisting of confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine acts of contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives the Insured of the use or value of the property.
4.
  - a) Loss or damage arising directly or indirectly from a chemical or biological release or exposure of any kind;
  - b) Loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

However, if:

- (i) an Act of Terrorism, as insured by this insurance, is the sole, immediate and direct cause of physical damage, occurring during the Period, to Property Insured at the Location of Property Insured stated in the Risk Details; and
- (ii) such physical damage is the sole, immediate and direct cause of a release of pollutants or contaminants; and
- (iii) such pollutants or contaminants are kept at the insured location(s) stated in the Risk Details and used by the Insured in the normal course of their business activities

then the Insurers will pay, up to the Sub limit of liability shown in the Risk Details, for the cost to repair, rebuild or replace Property Insured damaged by such resulting pollutants or contaminants provided such physical loss or physical damage occurs during the Period and is reported to Insurers in writing as soon as reasonably practicable but in no event later than 90 days after the expiry of this insurance.

Notwithstanding anything contained herein to the contrary it is understood and agreed that this insurance excludes:

- (i) loss, damage, cost or expense relating to the clean up or removal of land or water.
  - (ii) loss, damage, cost, expense, fine, penalty, or other sum which is incurred, sustained or imposed by, or by the threat of, any judgment, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation) in connection with any kind of pollution and/or contamination from any cause.
5. Loss or damage caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Contract) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
  6. Loss or damage caused by malicious damage, strikes, riots or civil commotion.
  7. Loss or increased cost as a result of threat or hoax.
  8. Loss or damage caused by cessation, fluctuation or variation in or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service unless such cessation, fluctuation or variation is caused by physical damage, as insured by this Contract, in or within 100 meters of the insured premises or is otherwise specifically insured herein.
  9.
    - a) land or land values, soil, air or water.
    - b) aircraft or any other aerial device, or watercraft. However, this exclusion does not apply to spare parts, materials or aircraft engines for installation or repair, but not yet a part of the aircraft or aircraft engines attached to aircraft for the purpose of transit and not connected to any power and/or fuel source if such property is insured under the Linked Policy.
    - c) any land conveyance including vehicles, locomotives or rolling stock, other than whilst at the Location of Property Insured, as shown in the Risk Details, at the time of its damage.
    - d) animals, plants and living things of all types other than trees and plants which form part of landscaped areas at the Location of Property Insured, as shown in the Risk Details.
  10. Any consequential loss in respect of cover provided under the Linked Policy for any unspecified third party

site or Utility extension or Denial of access / prevention of access extension or any clause which has the same or substantially the same intent or effect other than to the extent that cover may be expressly provided herein.

## **EXTENSIONS – Business Interruption**

Notwithstanding the Exclusions of this Contract if the Linked Policies provide cover as described in extensions 1 to 3 below such cover is included hereunder but only to the extent provided by the extensions shown below:

### **1. Denial of Access including civil or military order**

- a) Loss, as insured by the Linked Policy, resulting from interruption of or interference with the Business in consequence of physical damage caused by an Act of Terrorism to property within one (1) mile radius of the premises insured hereunder, such damage preventing the use of the Premises or access thereto whether the Premises or Property Insured shall be damaged or not.
- b) Loss, as insured by the Linked Policy, resulting from interruption of or interference with the Business in consequence of closure, confiscation, requisition or sealing off of the premises insured hereunder or any right of way by order or action of civil or military authority as a result of physical damage to property within one (1) mile radius of the premises insured hereunder by an Act of Terrorism.

The Maximum Indemnity Period under this Extension is: 60 days

Subject to the Sub-limit and Excess shown in the Risk Details.

### **2. Utilities**

Loss, as insured by the Linked Policy, resulting from interruption of or interference with the Business caused by physical damage by an Act of Terrorism, to installations and/or equipment, pipes, lines, wires and the like at facilities supplying the Insured's premises with gas, electricity, water, effluent, telecommunications or internet provision services. Loss arising from transmission distribution or feeder lines however, will be limited to such lines located within one (1) mile of the Insured's Premises.

The Maximum Indemnity Period under this Extension is: 60 days

Subject to the Sub-limit and Excess shown in the Risk Details.

### **3. Contingent Business Interruption (Customers / Suppliers Contingent Extra Expense)**

Loss, as insured by this insurance, resulting from interruption of or interference with the Business caused by physical damage by an Act of Terrorism to property that impairs a) named supplier(s) of goods and/or services to the Insured from rendering and/or delivering their goods and/or services, or b) named customer(s) of goods and/or services from the Insured from accepting the Insured's goods and/or services.

Subject to the Sub-limit and Excess shown in the Risk Details.

## **CONDITIONS**

All as per the Linked Policies except as herein expressly varied.

### **1. Changes in Values and Automatic Additions**

Automatic coverage shall apply at no additional premium to any:

- (a) increases in insured values at existing insured locations following a revaluation of insured property at such locations and/or due to any construction and/or renovation work at such locations;

- (b) additional property and/or interest of the type already insured by this Contract which may be acquired or otherwise become at the risk of the Insured during the Period;
- (c) unintentional error in the valuation of the insured property;

PROVIDED always that:

- (i) the total increase in insured values during the Period in respect of (a), (b) and (c) above does not exceed 15% of the total declared values at inception; and
  - (ii) additional property and/or interests stated in (b) above does not relate to any property located within the Restricted Areas where shown in the Risk Details or within Restricted Countries or within countries not covered on the schedule of insured properties declared at inception or endorsed herein; and
  - (iii) any increase in value and/or unintentional error in valuation of property located within the Restricted Areas where shown in the Risk Details does not exceed 15% of that individual declared location value; and
  - (iv) any unintentional error in the valuation of the insured property must be reported by the Insured to Insurers when discovered and corrected.
2. Any clause included in the Linked Policies relating to the automatic reinstatement of sums insured or limits of liability does not apply to this Contract.
3. Other Insurance

This insurance shall be primary and not excess to any other insurance available to the Insured covering any loss insured hereunder.

When this Contract is written specifically in excess of other insurance covering perils insured hereunder, this Contract shall not apply until such time as the amount of underlying insurance (whether collectible or not) has been exhausted by loss or damage covered by this contract.

If by reason of payment of claims the underlying insurance Limit(s) are:

- (i) partially reduced, then this Contract shall apply in excess of the reduced underlying limit for the remainder of the Period; or
- (ii) exhausted, then this Contract shall continue in force as Primary insurance until expiry hereof, subject to the excess or self insured provisions detailed in the Primary insurance.

Subject to all other terms and conditions of this Certificate, coverage under this Certificate is to apply only when the perils and/or limits and/or definitions and/or conditions set forth in this Certificate are broader or greater in meaning or scope than those covered in a terrorism pool and/or government scheme, when coverage for insured property hereunder is covered by a terrorism pool and/or government scheme. Coverage under this Certificate shall apply as primary insurance when a peril and/or limit and/or definition and/or condition covered herein is not insured under the above terrorism pools and/or government schemes.

4. Reasonable precautions

The Insured shall take all reasonable steps and precautions to prevent loss, destruction or damage.

5. Claims conditions

a) Notification

In the event of any Occurrence likely to give rise to a claim hereunder, the Insured shall as soon as reasonably practicable notify the Insurers and/or the Broker, named for that purpose in the Risk Details.

- b) In the event of damage caused by an Act of Terrorism, the Insured must deliver to the Insurers all such relevant information and evidence as may reasonably be required including:
- (i) full information in writing of the property lost, destroyed or damaged and the amount of the Damage;
  - (ii) details of any other insurances on any property hereby insured;
  - (iii) all such proofs and information relating to the claim including time, place and cause of loss;
  - (iv) if required by Insurers, a statutory declaration of the truth of the claim and of any matters connected to it,

which shall be submitted as soon as reasonably practical but in all cases this must be within 60 days of the Occurrence.

- c) In the event of a claim being made under Business Interruption as included under this Contract, the Insured must deliver to the Insurers:
- (i) not later than 30 days after the expiry of the Indemnity Period or within such further time as the Insurers may allow, particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting consequential loss.
  - (ii) deliver to the Insurers such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Insurers for the purpose of investigating the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- d) The Insured must co-operate fully in the investigation or adjustment of any claim.
- e) Proof of Loss

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Contract, the burden of proving that the loss is recoverable under this Contract and that no limitation or exclusion of this Contract applies and the quantum of loss shall fall upon the Insured.

- f) Subrogation

Any claimant under this Contract shall at the request of the Insurers take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurers.

In the event of a claim arising under this Contract the Insurers agree to waive any rights, remedies or relief to which they might be entitled by subrogation against:

- (i) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured current at the time of physical damage.
- (ii) any company which is a subsidiary of a parent company of which the Insured are themselves a at the time of physical damage.

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Contract or the right of the Insured to recover hereunder.

If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any excess or self insured retention, suffering a loss of the type covered by this Contract and in excess of the coverage under this Contract shall be reimbursed up to the amount of such loss (excluding the amount of the excess);
- (ii) Out of the balance remaining, the Insurers shall be reimbursed to the extent of payment under this Contract;
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Contract, with respect to the amount of such primary insurance, excess, self insured retention, and/or loss of a type not covered by this Contract.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Insurers, the expense thereof shall be borne by the Insurers.

g) Payments on Account

Payments on account will be made to the Insured if the Insured wishes, subject to any necessary adjustment at the termination of such period.

6. Fraud and Misrepresentation

This Contract shall be voidable in the event of fraud or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain benefit under this Contract, or in the event of deliberate misrepresentation, misdescription or non-disclosure of any material particular relevant to the risk insured or any claim hereunder.

Insurers' rights, in the event of non fraudulent non-disclosure or innocent or negligent misrepresentation or misdescription of material particulars relevant to the risk insured or any claim hereunder by the Insured are limited to the right to charge an increased premium which could reasonably have been demanded had such non-disclosure, misrepresentation or misdescription not occurred.

7. Abandonment

There shall be no abandonment to the Insurers of any property.

8. Inspection and Audit

The Insurers or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Insurers' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Insurers may examine and audit the Insured's books and records at any time up to two years after the final termination of this Contract, as far as they relate to the subject matter of this Insurance.

9. Non-Cancellation

This Contract shall be non-cancellable by the Insurers or the Insured except in the event of non-payment of the premium by the Insured where the Insurers may cancel the Contract at their discretion in accordance with the terms of the Premium Payment clause herein.

10. Premium Payment Terms

The Insured undertakes that premium will be paid in full to Insurers within the payment period stated in the Risk Details (or, in respect of instalment premiums, when due).

If the premium due under this insurance has not been so paid to Insurers within the payment period stated in the Risk Details (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this insurance by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full insurance premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this insurance.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the insurance shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

#### 11. Arbitration

- (a) If any dispute, controversy or claim arises out of or in connection with this Contract, including any question regarding its existence, validity or termination (a "Dispute") the parties shall use all reasonable endeavours to resolve the matter amicably. If one party gives the other party notice that a Dispute has arisen and the parties do not resolve the Dispute within thirty (30) days of service of the notice then the Dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the Dispute. No party shall resort to arbitration against the other party under this Contract until thirty (30) days after such referral.
- (b) All Disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved, shall be referred upon the application of any party to and finally settled under the London Court of International Arbitration Rules (the "Rules") in force at the time the proceedings are commenced, which Rules are deemed to be incorporated by reference to this Arbitration clause. The number of arbitrators shall be three (3), appointed in accordance with the Rules. The seat of the arbitration shall be as stated in the Risk Details. The language of this arbitration shall be English and the award shall be final and binding upon the parties. The arbitrators shall interpret this Contract on the basis of the law identified in the Risk Details.
- (c) The costs and expenses of the arbitration shall be borne by the Insured and the Insurers as ordered by the arbitration tribunal. Such legal costs and expenses will not be part of the Limit of Liability.
- (d) The Insured and the Insurers agree to keep confidential to themselves and their legal and other professional advisers the existence and details of any proceedings pursuant to this Arbitration clause, including their submissions and evidence and all and any awards (including their content, reasons and result) except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy or if required by any agency or authority in charge of regulating securities.

#### 12. Governing Law

This Contract shall be governed by and construed in accordance with the laws as stated in the Risk Details.

#### 13. Jurisdiction

Any dispute which does not fall within the Arbitration clause of this Contract shall be determined under the exclusive jurisdiction of the courts as stated in the Risk Details.

#### 14. Service of Suit

- 1. In respect of Insured's domiciled in the United States of America:

This Service of Suit clause will not be read to conflict with or override the obligations of the parties to



arbitrate their disputes as provided for in the Arbitration provision within this Contract. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this Contract.

It is agreed that in the event of the failure of the Insurers hereon to pay any amount claimed to be due hereunder, the Insurers hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the nominee stated in the Risk Details and that in any suit instituted against any one of them upon this Contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The nominee stated in the Risk Details is authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Contract, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

2. In respect of all other Insured domiciles

This Service of Suit clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration provision within this Contract. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this Contract.

Any summons, notice or process to be served upon the Insurers for the purpose of instituting any legal proceedings against them in connection with this Contract may be served upon the nominee stated in the Risk Details who have authority to accept service on their behalf.

15. Sanction Limitation and Exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**(Follow Form RQ1400104)**

## SCHEDULE OF SECURITY DETAILS

Security in accordance with the authority granted under Binding Authority Reference B0823RQ1400104.

Proportion %	Lloyd's Syndicate / Insurance Company
25.00%	Certain Underwriters at Lloyd's London, being;
25.00%	Lloyd's syndicate ASC 1414
10.66%	Lloyd's Syndicate HIS 33
2.34%	Lloyd's Syndicate AFB 2623
20.00%	Lloyd's Syndicate AFB 623
6.00%	Lloyd's Syndicate SJC 2003
5.00%	Lloyd's Syndicate XL 1209
6.00%	Lloyd's Syndicate CNP 4444
	Lloyd's Syndicate AML 2001
	One Lime Street, London, EC3M 7HA, United Kingdom

<b>TOTAL LINE</b>	
100.00%	Being 100.00% of order.

### LINES CLAUSE NMA2419

This Insurance, being signed for 100.00% of 100.00% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Table are percentages of 100.00% of the amount(s) of Insurance stated herein.

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94  
LSW1001 (Insurance)

Aon Underwriting Managers,  
8 Devonshire Square, London, EC2M 4PL